

**LEASE AGREEMENT
BY AND BETWEEN
THE METROPOLITAN GOVERNMENT
OF NASHVILLE AND DAVIDSON COUNTY
AND
THE NORTHWESTERN MUTUAL LIFE
INSURANCE COMPANY**

THIS LEASE AGREEMENT ("hereinafter Lease"), made and entered into this 19th day of November, 2002, by and between **THE METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY** (hereinafter "Lessee"), and **THE NORTHWESTERN MUTUAL LIFE INSURANCE COMPANY** (hereinafter "Lessor").

WITNESSETH:

WHEREAS, Lessee is a public corporation created pursuant to T.C.A. §§ 7-1-101 et seq. and vested with the authority to lease real property pursuant to Article 1, § 1.01 of the Metropolitan Charter; and

WHEREAS, Lessor is vested with the authority to enter into lease agreements for real property; and

WHEREAS, Lessee desires to lease office space more particularly described in the attached plan as Exhibit "A" (hereinafter "Premises") from Lessor, ancillary to use for General Sessions and Chancery Court systems and office space (hereinafter "Permitted Use"); and

NOW, THEREFORE, for valuable consideration, the receipt and adequacy of which is hereby acknowledged and for the mutual promises hereinafter set out, and subject to the conditions, limitations and for the rent or other consideration hereinafter established, Lessor lets and leases unto Lessee all parts and portions of certain real property, with the exceptions stated herein, for the purpose of the Permitted Use.

SECTION 1. LEASE DOCUMENTS.

This Lease is comprised of the following documents:

(a) This Lease, including annexes hereto, the originals of which shall be filed with the Metropolitan Clerk; and

(b) Any duly authorized amendment signed by the parties hereto and filed with the Metropolitan Clerk.

SECTION 2. CONFLICT OF DOCUMENTS

In the event of conflicting provisions, all documents shall be construed according to the following priorities:

(a) any properly executed amendment to this lease (most recent with first priority)

(b) this lease and any exhibits.

SECTION 3. TERM AND EXTENSION

(a) This lease shall commence on April 1, 2003 and end on March 31, 2006 ("Ending Date"). The provisions of Section 5 shall govern the refund of any unused portion of the lease. This lease shall not take effect until approved by the Council of the Metropolitan Government.

(b) This lease may be extended for two, one year periods upon the agreement of both parties. Each party must provide written notice of its desire to extend the lease 90 days prior to the expiration of the lease. In no event shall the entire term of the lease extend beyond 5 years.

(c) If the date of occupancy is other than the commencement date, then the rental period shall begin with the date of occupancy, provided that the rental period shall begin no later than the latter of (i) the commencement date or (ii) 30 days after the space is made available to the Lessee in accordance with the conditions of this lease.

(d) If at any time Lessee shall lose its funding for this lease, Lessee shall have the right to terminate the Lease upon written notice to Lessor. In the event of such termination, Lessee shall reimburse Lessor for any unamortized tenant improvements, based upon five years at 10% interest) and lease commissions, based upon three years at 10% interest.

(e) If Lessee fails to exercise the first renewal option, Lessee shall reimburse Lessor for two years of any unamortized tenant improvements, based upon five years at 10% interest.

(f) If Lessee fails to exercise the second renewal option, Lessee shall reimburse Lessor for one year of any unamortized tenant improvements, based upon five years at 10% interest.

SECTION 4. RIGHTS AND RESPONSIBILITIES.

(a) **Lessor's Rights and Responsibilities.**

Lessor agrees to allow lessee to use and occupy a portion of the Property, known as First Image Building, recorded as Map 70-11, Parcel No. 2, of the Davidson County Register of Deeds records, ("the Property") to use for the permitted use. A copy of the map and parcel drawing shall be attached as Exhibit A to this lease and incorporated by reference.

(b) **Lessee's Rights and Responsibilities.**

Lessee agrees to occupy and use the premises as specified above and to pay rent as specified in section 5.

SECTION 5. RENT.

(a) **Rentable Area of the Premises.**

Approximately 48,014 square feet, which Lessor and Lessee hereby agree shall be the Rentable Area of the Premises for all purposes of this Lease. Notwithstanding the above, Lessee shall only be responsible for paying rent on the final square footage as determined under Section 8 of this Lease. Lessor will use its best efforts to relocate Anacomp and if unsuccessful, the square footage of this Lease shall be reduced by 1,979 square feet or the parties may agree to replace that space in another part of the Building.

(b) **Amounts.**

Lessee agrees to pay Lessor as follows:

Period	Per SF	Annual Base Rent	Monthly Base Rent
Year 1	\$13.25	\$636,185.50	\$53,015.46
Year 2	\$13.75	\$660,192.50	\$55,016.04
Year 3	\$14.25	\$684,199.50	\$57,016.63
Option Year 1	\$14.75	\$708,206.50	\$59,017.21
Option Year 2	\$15.25	\$732,213.50	\$61,017.79

(c) Payment.

Rent must be paid by the first day of each month, as specified in section 18.

(d) Refund.

If lessee occupies any of the premises for less than the full term of the lease, any rent paid for the premises in advance shall be refunded on a pro rata basis.

5.1 Operating Expenses.

(a) In addition to Monthly Rent, beginning on January 1, 2004, Lessee shall pay Lessee's Proportionate Share of any increase in the Operating Expenses of the Property over the annual Operating Expenses for the 2003 Base Year. If Operating Expenses are calculated for a partial calendar year, an appropriate proration to the 2003 Base Year Operating Expenses shall be made.

(b) As used in this Lease, the term "Operating Expenses" includes but is not limited to:

(1) All costs, of real estate taxes, management, operation, and maintenance of the Property, including, without limitation; wages, salaries, and compensation of employees; costs of consulting, accounting, legal, maintenance, guard, and other services; management fees and costs (charged by Lessor, any affiliate of Lessor, or any other entity managing the Property and determined at a rate consistent with prevailing market rates for comparable services and projects); that part of office rent or rental value of space in the Property used or furnished by Lessor to enhance, manage, operate, and maintain the Property; electricity, water, waste disposal, and other utilities costs; materials and supplies costs; costs of maintenance and repairs; costs of insurance obtained with respect to the Property; and any other costs, charges, and expenses that under generally accepted accounting principles would be regarded as management, maintenance, and/or operating expenses; and

(2) The cost (amortized on a straight line basis over the reasonable useful life as determined by Lessor) of any capital improvement together with interest at the greater of the Prime Rate plus two percent (2%) or Lessor's borrowing rate for such capital improvements, including the rental of equipment which would be a substitute for a capital expense that the Lessor would otherwise incur, plus two percent (2%) on the unamortized balance of any such capital improvements made to the Property by Lessor (i) for the purpose of reducing Operating Expenses, or (ii) after the Commencement Date and by requirement of any governmental law or regulation (including, without limitation, the Americans with Disabilities Act of 1990, as the same may be subsequently amended ("ADA")) which is applicable to the Property or any part thereof as a result of the use, occupancy or alteration by Lessor or Lessee or other occupant of the Property and which was not applicable to the Property at the time it was constructed (whether or not such law or regulation is applicable to the Property as a result of Lessor's or Lessee's use,

occupancy or alteration of any portion of the Property or improvements made by or for Lessee in the Premises).

(c) The Operating Expenses will not include:

- (1) depreciation on the Property;
- (2) advertising costs, finders' fees and real estate brokers' commissions;
- (3) ground lease or mortgage payments;
- (4) capital items other than those referred to in Article 5.1(b)(2) above;
- (5) costs of replacements to personal property and equipment for which depreciation costs are included as an Operating Expense;
- (6) the cost of repairs due to casualty or condemnation that are reimbursed by third parties;
- (7) any cost due to Lessor's breach of this Lease; and
- (8) structural repairs to the Property, other than those necessitated by Lessee's negligence or willful misconduct.

(d) Lessee acknowledges that Lessor has not made any representation or given Lessee any assurances with respect to the Base Year Operating Expenses.

5.2 Estimated Payments for Operating Expenses. During each calendar year or partial calendar year in the Term beginning as of January 1, 2004, in addition to Monthly Rent, Lessee shall pay to Lessor on the first day of each month an amount equal to 1/12 of the product of Lessee's Proportionate Share multiplied by the Estimated Operating Expenses, defined below, for such calendar year. Estimated Operating Expenses for any calendar year means Lessor's reasonable estimate of Operating Expenses for such calendar year and will be subject to revision according to the further provisions of this Article 5.2 and Article 5.3, below. During any partial calendar year during the Term, Estimated Operating Expenses will be estimated on a full-year basis. During each December during the Term, or as soon after each December as practicable, Lessor will give Lessee written notice of the Estimated Operating Expenses for the ensuing calendar year. On or before the first day of each month during the ensuing calendar year (or each month of the Term, if a partial calendar year), Lessee shall pay to Lessor 1/12 of the product of Lessee's Proportionate Share multiplied by the Estimated Operating Expenses for such calendar year; however, if such written notice is not given in December, Lessee shall continue to make monthly payments on the basis of the prior year's Estimated Operating Expenses until the month after such written notice is given, at which time Lessee shall commence making monthly payments based upon the revised Estimated Operating Expenses. In the month Lessee first makes a payment based upon the revised Estimated Operating Expenses, Lessee shall pay to Lessor for each month which has elapsed since December the difference between the amount payable based upon the revised Estimated Operating Expenses and the amount payable based upon the prior year's Estimated Operating Expenses. If at any time or times it reasonably appears to Lessor that the actual Operating Expenses for any calendar year will vary from the Estimated Operating Expenses for such calendar year, Lessor may, by written notice to Lessee, revise the Estimated Operating Expenses for such calendar year, and subsequent payments by Lessee in such calendar year will be based upon such revised Estimated Operating Expenses.

5.3 Annual Settlement of Operating Expenses. Within one hundred twenty (120) days after the end of each calendar year during the Term or as soon after such one hundred twenty (120-day) period as practicable, Lessor shall deliver to Lessee a statement of amounts payable under Article 5.1, above, for such calendar year prepared and certified by Lessor or its agents. Such certified statement shall be final and binding upon Lessee unless Lessee objects to it

in writing to Lessor within thirty (30) days after it is given to Lessee. If such statement shows an amount owing by Lessee that is less than the estimated payments previously made by Lessee for such calendar year, the excess shall be held by Lessor and credited against the next payment of Rent; however, if the Term has ended and Lessee was not in default at its end, Lessor shall refund the excess to Lessee. If such statement shows an amount owing by Lessee that is more than the estimated payments previously made by Lessee for such calendar year, Lessee shall pay the deficiency to Lessor within thirty (30) days after the delivery of such statement. Provided no Event of Default exists under this Lease, Lessee shall have ninety (90) days after receipt of the statement to have an independent certified public accountant acceptable to Lessor in all respects which is not working for Lessee on a contingency fee basis, complete an audit of Lessor's books and records on Operating Expenses, during normal business hours upon reasonable advance written notice at Lessor's local office. Lessee shall deliver to Lessor a copy of the results of such audit within ten (10) days of receipt by Lessee.

5.4 Final Proration of Operating Expenses. If the Term ends on a day other than the last day of a calendar year, the amount of increase (if any) in the Operating Expenses payable by Lessee applicable to the calendar year in which this Lease ends shall be calculated on the basis of the number of days of the Term falling within such calendar year, and Lessee's obligation to pay any increase, or Lessor's obligation to refund any overage, shall survive the expiration or other termination of this Lease.

SECTION 6. TENANT IMPROVEMENTS.

Lessor will provide a tenant improvement allowance of \$15.00 per rentable square foot. In addition, Lessor will fund up to an additional \$5.00 per rentable square foot, such amount to be amortized over five years at 10% interest and added to the Base Rent.

Lessee shall provide its own architectural and engineering construction drawings, including design and architectural stamping ready for the construction process. Three contractors will be solicited for bids and Lessee or its designee will be a part of the construction inspection process.

Lessee shall have the right to reimburse Lessor for either the additional improvements or all improvements at the end of construction, provided Lessee notifies Lessor of such election by April 1, 2003. In the event Lessee reimburses Lessor for all improvements, the Base Rent for each year of the original term shall be reduced by \$5.81 per square foot. The Base Rent for the first option year of the original term shall be \$11.85 per square foot and the Base Rent for the second option year of the original term shall be \$12.35 per square foot. The Base Rent for the option years shall remain the same. Such reimbursement shall be termed 'prepaid rent'.

SECTION 7. CONSIDERATION.

Lessee, in consideration of this Lease, agrees:

- (a) To timely pay rent when due hereunder;
- (b) To use and occupy the premises for purposes stated hereunder only, and for no other object or purpose without the prior written consent of Lessor, or to not use the Premises for any illegal or harmful purpose.

SECTION 8. SPACE AUDIT

The Lessor certifies that the amount of space as described in Section 4(a) above, is accurate to the best of his knowledge. The Lessee reserves the right to perform physical measurements of said space and adjust the rental amount based upon the amount of space as measured. If the measured amount is less than the amount of space indicated in Section 4(a) above, the adjustment in rent shall be a percentage reduction equal to the percentage difference between the space as reported by the Lessor and that actually measured by the Lessee. In all cases, the Lessee shall use the current Building Owner's and Manager's Association (BOMA) standards of measurements for either single or multi-tenant occupancy, whichever is applicable.

SECTION 9. USE.

The Premises shall be used only for the purposes of a General Session and Chancery Court systems and office space and purposes incidental thereto and for no other purpose without the prior written consent of Lessor, which consent may be withheld in Lessor's reasonable discretion. Lessee shall use the Premises in a careful, safe, and proper manner. Lessee shall not use or permit the Premises to be used or occupied for any purpose or in any manner prohibited by any applicable laws, for the use or purposes of demonstrations or picketing, or for any improper, immoral, unlawful, pornographic, sexually explicit, or objectionable use or purpose. Lessee shall not cause, maintain, or permit any nuisance in, on, or about the Premises. Lessee shall not commit waste or suffer or permit waste to be committed in, on, or about the Premises. Lessee shall use its best efforts to conduct its business and control its employees, invitees and agents in such a manner as not to create any nuisance or interfere with, annoy, or disturb any other Lessee or occupant of the Property or Lessor in its operation of the Property.

SECTION 10. COMPLIANCE WITH LAWS.

Except as otherwise specifically set forth in this Lease, Lessee, at its sole cost and expense, shall at all times comply with all laws, (including, without limitation, the ADA), statutes, ordinances, and governmental rules and regulations, including, without limitation, the requirements of any board of fire underwriters or other similar body, with any direction or occupancy certificate issued pursuant to any law by any public officer or officers, and with the provisions of all recorded documents affecting the Premises, insofar as they relate to the condition, use, or occupancy of the Premises, or improvements or alterations made by or for the Lessee.

SECTION 11. HAZARDOUS MATERIALS.

(a) For purposes of this Lease, "hazardous materials" means any explosives, radioactive materials, petroleum products, hazardous wastes, or hazardous substances, including, without limitation, substances defined as "hazardous substances" in the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, 42 U.S.C. Section 9601-9657; the Hazardous Materials Transportation Act of 1975, 49 U.S.C. Section 1801-1812; the Resource Conservation and Recovery Act of 1976, 42 U.S.C. Section 6901-6987; or any other federal, state, or local statute, law, ordinance, code, rule, regulation, order, or decree regulating, relating to, or imposing liability or standards of conduct concerning hazardous materials, waste, or substances now or at any time hereafter in effect (collectively, "hazardous materials laws").

(b) Lessee shall not cause or permit the storage, use, generation, or disposition of any hazardous materials in, on, or about the Premises or the Property by Lessee, its agents, employees, or contractors or invitees. Lessee shall not permit the Premises to be used or operated in a manner that may cause the Premises or the Property to be contaminated by any

hazardous materials in violation of any hazardous materials laws or result in the diminution of the value of the Building or Property or degradation of structural materials of the Premises. Lessee shall immediately advise Lessor in writing of (1) any and all enforcement, cleanup, remedial, removal, or other governmental or regulatory actions instituted, completed, or threatened pursuant to any hazardous materials laws relating to any hazardous materials affecting the Premises; and (2) all claims made or threatened by any third party against Lessee, Lessor, or the Premises relating to damage, contribution, cost recovery, compensation, loss, or injury resulting from any hazardous materials on or about the Premises. Without Lessor's prior written consent, Lessee shall not take any remedial action or enter into any agreements or settlements in response to the presence of any hazardous materials in, on, or about the Premises. Lessee's liability is limited to the extent permitted by State of Tennessee law and to the extent caused by Lessee, its agents, invitees or employees.

(c) Lessee shall be solely responsible for and will defend, indemnify and hold Lessor, its agents, and employees harmless from and against all claims, costs, and liabilities, including, but not limited to, attorneys' fees and costs of investigation and remediation, arising out of or in connection with Lessee's breach of its obligations in this Article 9. Lessee will be solely responsible for and will defend, indemnify, and hold Lessor, its agents, and employees harmless from and against any and all claims, costs, and liabilities, including, but not limited to, attorneys' fees and costs of investigation and remediation, arising out of or in connection with the removal, cleanup, and restoration work and materials necessary to return the Premises and any other property of whatever nature located on the Property to their condition existing prior to the default. Lessee's obligations under this Article 9 will survive the expiration or other termination of this Lease. Lessee's liability is limited to the extent permitted by State of Tennessee law and to the extent caused by Lessee, its agents, invitees or employees.

SECTION 12. ASSIGNMENT AND SUBLETTING.

Lessee covenants that it shall not assign or encumber this Lease, nor sublease, nor permit the Premises or any part of the Premises to be used or occupied by others, without the prior written consent of Lessor in each instance, which consent shall not be unreasonably withheld.

SECTION 13. RULES AND REGULATIONS.

Lessee and its employees, agents, licensees, and visitors shall at all times observe faithfully, and comply strictly with, the Rules and Regulations set forth in Exhibit B. Lessor may from time to time reasonably amend, delete, or modify existing rules and regulations, or adopt reasonable new rules and regulations for the use, safety, cleanliness, and care of the Premises, the Building, and the Property and the comfort, quiet, and convenience of occupants of the Property. Modifications or additions to the Rules and Regulations will be effective upon thirty (30) days' prior written notice to Lessee from Lessor. In the event Lessee objects to such modification or addition with thirty (30) days, Lessor and Lessee shall make a reasonable effort to agree on such proposed changes. In the event of any breach of any of the Rules or Regulations or any amendments or additions thereto, Lessor shall have all remedies that this Lease provides for default by Lessee, and shall in addition have any remedies available at law or in equity, including the right to enjoin any breach of such Rules and Regulations. Lessor shall not be liable to Lessee for violation of such Rules and Regulations by any other person. In the event of any conflict between the provisions of this Lease and the Rules and Regulations, the provisions of this Lease shall govern.

SECTION 14. COMMON AREAS.

As used in this Lease, the term "Common Areas" means, without limitation, the parking area or parking facility, hallways, entryways, stairs, elevators, driveways, sidewalks, walkways, terraces, docks, loading areas, restrooms, trash facilities, and all other areas and facilities in the Property that are provided and designated from time to time by Lessor for the general nonexclusive use and convenience of Lessee with Lessor and their guests, invitees, employees, licensees, or visitors. Without advance written notice to Lessee, except with respect to matters covered by Article 12(a) below, and without any liability to Lessee in any respect, provided Lessor will take no action permitted under Article 12(a), below, in such a manner as to materially impair or adversely affect Lessee's substantial benefit and enjoyment of the Premises, Lessor will have the right to:

- (a) Close off any of the Common Areas to whatever extent required in the reasonable opinion of Lessor to prevent a dedication of any of the Common Areas or the accrual of any rights by any person or the public to the Common Areas;
- (b) Temporarily close any of the Common Areas for maintenance, alteration, or improvement purposes; and
- (c) Change the size, use, shape, or nature of any such Common Areas, including erecting additional Buildings on the Common Areas, expanding the Building or other Buildings to cover a portion of the Common Areas, converting Common Areas to a portion of the Building or other Buildings, altering the Common Areas in order to comply with the ADA, or converting any portion of the Building (excluding the Premises) or other Buildings to Common Areas. Upon erection of any additional Buildings or change in Common Areas, the portion of the Property upon which Buildings or structures have been erected shall no longer be deemed to be a part of the Common Areas.

SECTION 15. LESSOR'S SERVICES.

15.1 Lessor's Repair and Maintenance. Lessor shall maintain the Common Areas of the Property, including lobbies, stairs, elevators, corridors, and restrooms, the windows in the Building, the mechanical, plumbing and electrical equipment serving the Building, and the structural elements of the Building in reasonably good order and condition.

15.2 Lessor's Other Services.

(a) Lessor shall furnish the Premises with the following services: (1) electricity for lighting and the operation of low-wattage office machines (such as desktop micro-computers, desktop calculators, and typewriters) during business hours (as that term is defined below), although Lessor will not be obligated to furnish more power to the Premises than is proportionally allocated to the Premises under the Building design; (2) heat and air conditioning reasonably required for the comfortable occupation of the Premises during business hours; (3) access and elevator service; (4) lighting replacement during business hours (for Building standard lights, but not for any special Lessee lights, which will be replaced at Lessee's sole cost and expense); (5) restroom supplies; (6) window washing with reasonable frequency, as determined by Lessor. Lessor may, but will not be obligated to provide, any such services (except access and elevator service) on holidays.

(b) The term "business hours" means _____ a.m. to _____ p.m. on Monday through Friday, except holidays (as that term is defined below), and _____ a.m. to _____ on

Saturdays, except holidays. The term "holidays" means New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day.

SECTION 16. LESSOR'S MAINTENANCE OBLIGATIONS, ADA AND UTILITIES.

(a) **Lessor's Obligations.** Lessor agrees to maintain, repair or refurbish the Property as follows:

- (i) maintaining, repairing or replacing the Property' roof, as necessary;
- (ii) maintaining, repairing or replacing the foundation and structural members of the exterior walls, as necessary;
- (iii) maintaining, repairing or replacing all electrical wiring on Property as required by the Metropolitan Code of Laws, including all codes or regulations adopted by reference;
- (iv) providing a cleaning or janitorial service for the Property throughout the term of the lease;
- (v) maintaining, repairing or refurbishing the common areas of the Property, as necessary;
- (vi) maintaining, repairing or refurbishing all florescent light fixtures and providing bulbs. However, Lessor is not required to maintain or provide bulbs for any lamps that are not part of Property on the commencement date, including, without limitation, the personal lamps of Lessee, its employees or agents;
- (vii) maintaining, repairing or refurbishing the common areas of the Property within twenty-four (24) hours after the necessity of the same is brought to the attention of the Lessor or its agents;
- (viii) maintaining, repairing or refurbishing all plumbing and HVAC systems, as necessary, to insure that the same is functioning in good working order and condition on or before the commencement date and throughout the term of the lease.

(b) **ADA Obligations.** Lessor will insure that Premises complies with the requirements of the Metropolitan Government's ADA Compliance Office and with the Americans with Disabilities Act (ADA) and the Justice Department Standards for Accessible Design (JDSAD), initially set forth at 28 C.F.R. Part 36, App. A., effective at the date of implementation.

(c) **Utilities.** Lessor shall be responsible for providing and paying for all utilities, including, without limit, electrical, water, HVAC and gas.

SECTION 17. TENANT'S CARE OF THE PREMISES.

Lessee shall maintain the Premises (including, but not limited to, Lessee's equipment, personal property, and trade fixtures located in the Premises) in the same condition as at the time they were delivered to Lessee, reasonable wear and tear and damage by casualty excluded.

Lessee shall immediately advise Lessor of any damage to the Premises, Building or the Property. All damage or injury to the Premises, Building or the Property, or the fixtures, appurtenances, and equipment therein that is caused by Lessee, its agents, employees, or invitees may be repaired, restored, or replaced by Lessor, at the expense of Lessee. Such expense (plus fifteen percent (15%) of such expense for Lessor's overhead) will be collectible as Additional Rent and will be paid by Lessee within ten (10) days after delivery of a statement for such expense.

SECTION 18. INSURANCE.

Lessee shall provide property insurance for all property belonging to Lessee that shall be in use within Premises. Lessee shall not be responsible for providing property insurance for any property that does not belong to Lessee. Lessee is a self-insured entity under the Tennessee Governmental Tort Liability Act, Tenn. Code Ann. § 29-20-201 *et seq.* Lessee will provide self-insured liability coverage for any damage caused by the negligent acts or omissions of the employees or agents of the Metropolitan Government subject to the limitations and exclusions of the Tennessee Governmental Tort Liability Act.

SECTION 19. HOLDING OVER.

In the event the Lessee remains in possession of the premises after the expiration of the lease term, or any extension thereof, this lease shall be automatically extended on a month to month basis, subject to thirty (30) days termination by either party, and otherwise on the terms and conditions herein specified so far as applicable.

SECTION 20. CONFLICT OF INTEREST.

Lessor declares that as of the effective date of this Lease, neither the Mayor nor any member of the Metropolitan Council, nor the director of any department of the Metropolitan Government, nor any other Metropolitan Governmental official or employee is directly or indirectly interested in this Lease and, furthermore, Lessor pledges that it will notify the Administrator of Lessee in writing should any of the above-referenced persons become either directly or indirectly interested in this Lease. In addition, Lessor declares that as of the effective date of this Lease, neither it nor any of the principals therein have given or donated, or promised to give or donate, either directly or indirectly, to any official or employee of the Metropolitan Government or to anyone else for its benefit, any sum of money or other thing of value or aid or assist in obtaining this Lease. Furthermore, Lessor pledges that neither it nor any officer or employee of the Metropolitan Government, or to anyone else for his benefit, has given any sum of money or other thing of value for aid or assistance in obtaining any amendment or modification to this Lease.

SECTION 21. PERSONNEL POLICY.

Lessor makes oath that, by its employment standards and practices, it does not subscribe to any personnel policy which permits or allows for the promotion, demotion, dismissal, or laying off of any individual due to his race, creed, color, national origin, gender or disability.

SECTION 22. TERMINATION--FUNDING. Should funding for this lease be discontinued, Metro shall have the right to terminate the lease immediately upon written notice to Lessor.

SECTION 23. CONDEMNATION.

(a) Total Taking. If the entire Premises are taken by right of eminent domain or conveyed in lieu thereof (a "Taking"), this Lease shall terminate as of the date the Taking.

(b) Partial Taking - Lessee's Rights. If any part of the Premises becomes subject to a Taking and such Taking will prevent Lessee from conducting its business in the Premises in a manner reasonably comparable to that conducted immediately before such Taking for a period of more than one hundred eighty (180) days, then Lessee may terminate this Lease as of the date of such Taking by giving written notice to Lessor within thirty (30) days after the Taking.

(c) Partial Taking - Lessor's Rights. If any material portion, but less than all, of the Premises becomes subject to a Taking, then Lessor may terminate this Lease by delivering written notice thereof to Lessee within thirty (30) days after such Taking. If Lessor does not so terminate this Lease, then this Lease will continue.

(d) Award. If any Taking Occurs, then Lessor shall receive the entire award or other compensation for (i) the land on which the Premises are situated, (ii) the Premises, and (iii) other improvements taken, and Lessee may separately pursue a claim against the condemner for (i) the value of Lessee's personal property that Lessee is entitled to remove under this Lease, (ii) moving costs and (iii) loss of business.

SECTION 24. REMEDIES FOR DEFAULT.

(a) Notice of Default. Upon actual notice of Lessor's default, Lessee shall deliver written notice of default to Lessor, wherein, if such default remains uncured for 30 days or is incurable within said 30 day period after the receipt of such notice, then this Lease shall terminate ("Termination for Default").

(b) Termination for Default. The following shall constitute an event giving rise to a Termination for Default:

(i) Lessee determines that Lessor has failed to perform its contracted duties and responsibilities in a timely and proper manner and is unable to cure such failure within the time provided in Section 16(a), or such period of time as specified by Lessor, taking into consideration the gravity and nature of the default, or if Lessor shall violate any of the terms of this Lease;

(ii) Lessor fails to abide by any applicable laws, ordinances, rules and regulations of the United States, State of Tennessee or the Metropolitan Government of Nashville and Davidson County;

(iii) Lessor defaults or breaches any other contract between it and The Metropolitan Government of Nashville and Davidson County.

(d) The rights and remedies of Lessee provided in Section 16 are non-exclusive and are in addition to any other rights and remedies provided by law or under this Lease. Lessor is not relieved of its liability to Lessee for damages sustained by virtue of a default of this Lease. Lessee reserves the right to cure any default without terminating this Lease and seek reimbursement for such expenses from Lessor, with the understanding that Lessee is under no obligation to correct any such default. Lessee's exercise of its right to cure shall not act as a waiver of its right to terminate this Lease for default as provided hereunder.

(e) Termination for Lessor Bankruptcy.

It shall be grounds for Termination of this Lease upon the following:

(i) Should Lessor file a voluntary petition in bankruptcy or be adjudicated bankrupt or insolvent, or shall file any petition or answer seeking any reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar relief under any present or future bankruptcy or other applicable law, or shall seek or consent to or acquiesce in the appointment of any trustee, receiver or liquidator of Lessor or of all or any substantial part of Lessor's property or its leasehold interest in the Premises, or shall make a general assignment for the benefit of creditors, or shall admit in writing its inability to pay its debts generally as they become due;

(ii) (a) A court of competent jurisdiction shall enter an order, judgment or decree approving a petition filed against Lessor seeking any reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar relief under any present or future bankruptcy or other applicable law, or (b) any trustee, receiver or liquidator of Lessor or of all or any substantial part of Lessor's property or its leasehold interest in the Premises shall be appointed without the consent or acquiescence of Lessor; and such order, judgment, decree or appointment shall remain unvacated or unstayed for an aggregate of sixty (60) days (whether consecutive or nonconsecutive);

(f) Any breach of material terms or conditions of this Lease on the part of Lessor shall constitute a default of Lessee's obligation hereunder. Failure to correct any default upon thirty (30) days' written notice by Lessee shall constitute a material breach of this Lease and relieve Lessee of any duty under this Lease.

SECTION 25. SUBORDINATION.

25.1 General. This Lease and Lessee's rights under this Lease are subject and subordinate to any ground or underlying lease, mortgage, indenture, deed of trust, or other lien encumbrance (each a "superior lien"), together with any renewals, extensions, modifications, consolidations, and replacements of such superior lien, now or after the date affecting or placed, charged, or enforced against the Land, the Building, or all or any portion of the Property or any interest of Lessor in them or Lessor's interest in this Lease and the leasehold estate created by this Lease (except to the extent any such instrument expressly provides that this Lease is superior to such instrument); provided, however, that any such subordination shall be subject to the right of Lessee to remain in possession of the Premises pursuant to the terms of this Lease, notwithstanding any foreclosure of such superior lien or any sale pursuant thereto, so long as Lessee is not in default under this Lease. This provision shall be self-operative and no further instrument shall be required in order to effect it. Notwithstanding the foregoing, Lessee shall execute, acknowledge, and deliver to Lessor, within twenty (20) days after written demand by Lessor, such documents as may be reasonably requested by Lessor or the holder of any superior lien to confirm or effect any such subordination and non-disturbance agreement.

25.2 Attornment. Lessee agrees that in the event that any holder of a superior lien succeeds to Lessor's interest in the Premises, Lessee shall pay to such holder all Rent subsequently payable under this Lease. Further, Lessee agrees that in the event of the enforcement by the holder of a superior lien of the remedies provided for by law or by such superior lien, Lessee shall, upon request of any person or party succeeding to the interest of Lessor as a result of such enforcement, automatically become the Lessee of and attorn to such

successor in interest without change in the terms or provisions of this Lease. Such successor in interest, however, shall not be bound by:

- (a) Any payment of rent for more than one month in advance, except prepayments in the nature of security for the performance by Lessee of its obligations under this Lease;
- (b) Any amendment or modification of this Lease made without the written consent of such successor in interest (if such consent was required under the terms of such superior lien);
- (c) Any claim against Lessor arising prior to the date on which such successor in interest succeeded to Lessor's interest; or
- (d) Any claim or offset of Rent against the Lessor.

Upon request by such successor in interest and without cost to Lessor or such successor in interest, Lessee shall, within twenty (20) days after written demand, execute, acknowledge, and deliver an instrument or instruments confirming the attornment, so long as such instrument provides that such successor in interest will not disturb Lessee in its use of the Premises in accordance with this Lease.

SECTION 26. ENTRY BY LESSOR.

Lessor, its agents, employees, and contractors may enter the Premises at any time in response to an emergency and at reasonable hours to:

- (a) Inspect the Premises;
- (b) Exhibit the Premises to prospective purchasers, lenders, or, during the last twelve (12) months of the Term, to prospective tenants;
- (c) Determine whether Lessee is complying with all its obligations in this Lease;
- (d) Supply cleaning service and any other service to be provided by Lessor to Lessee according to this Lease;
- (e) Post written notices of nonresponsibility or similar notices; or
- (f) Make repairs required of Lessor under the terms of this Lease or make repairs to any adjoining space or utility services or make repairs, alterations, or improvements to any other portion of the Building; however, all such work shall be done as promptly as reasonably possible and so as to cause as little interference to Lessee as reasonably possible.

Lessee, pursuant to this Section 26, waives any claim against Lessor, its agents, employees, or contractors for damages for any injury or inconvenience to or interference with Lessee's business, any loss of occupancy or quiet enjoyment of the Premises, or any other loss occasioned by any entry in accordance with this Section 26. Lessor shall at all times have and retain a key with which to unlock all of the doors in, on, or about the Premises (excluding Lessee's vaults, safes, and similar areas designated in writing by Lessee in advance). Lessor shall have the right to use any and all means Lessor may deem proper to open doors in and to the Premises in an emergency in order to obtain entry to the Premises, provided that Lessor will promptly repair any damages caused by any forced entry. Any entry to the Premises by Lessor in accordance with this Section 26 will not be construed or deemed to be a forcible or unlawful entry into or a detainer of the Premises or an eviction, actual or constructive, of Lessee from the Premises or any portion of the Premises, nor shall any such entry entitle Lessee to damages or an abatement of Monthly Rent, Additional Rent, or other charges that this Lease requires Lessee to pay.

SECTION 27. INDEMNIFICATION, WAIVER AND RELEASE.

27.1 Lessee's Indemnification. Except for any injury to persons or damage to property that is proximately caused by or results proximately from the negligence or deliberate act of Lessor, its employees or agents, to the extent permitted by State of Tennessee law Lessee shall indemnify and hold Lessor, Lessor's wholly owned subsidiaries and the employees and agents of Lessor and Lessor's wholly owned subsidiaries, (hereinafter collectively referred to as the "Indemnified Parties" and individually as an "Indemnified Party"), their employees and agents harmless from and against, any and all demands, claims, causes of action, fines, penalties, damages, liabilities, judgments, and expenses (including, without limitation, reasonable attorney's fees) incurred in connection with or arising from:

- (a) the use or occupancy or manner of use or occupancy of the Premises by Lessee or any person claiming under Lessee;
- (b) any activity, work, or thing done or permitted by Lessee in or about the Premises, the Building, or the Property;
- (c) any breach by Lessee or its employees, agents, contractors, or invitees of this Lease;
- (d) any injury or damage to the person, property, or business of Lessee, its employees, agents, contractors, or invitees entering upon the Premises under the express or implied invitation of Lessee; and
- (e) any alleged violation by Lessee of the ADA and/or any other law, rule, code or regulation.

If any action or proceeding is brought against an Indemnified Party by reason of any of the foregoing (a) through (e), Lessee, upon written notice from such Indemnified Party, shall defend the same at Lessee's expense, with counsel reasonably satisfactory to Lessor.

27.2 Waiver and Release. To the extent permitted by State of Tennessee law, Lessee, as a material part of the consideration to Lessor for this Lease, waives and releases all claims against Lessor, Lessor's wholly owned subsidiaries, and their employees and agents with respect to all matters for which Lessor has disclaimed liability pursuant to the provisions of this Lease.

SECTION 28. QUIET ENJOYMENT.

Lessor covenants and agrees with Lessee that, so long as Lessee pays the Rent and observes and performs all the terms, covenants, and conditions of this Lease on Lessee's part to be observed and performed, Lessee may peaceably and quietly enjoy the Premises and Lessee's possession will not be disturbed by anyone claiming by, through, or under Lessor, subject to the terms and conditions of this Lease.

SECTION 29. EFFECT OF SALE.

A sale, conveyance, or assignment of the Property shall operate to release Lessor from liability from and after the effective date of such sale, conveyance, or assignment upon all of the covenants, terms, and conditions of this Lease, express or implied, except those liabilities that arose prior to such effective date, and, after the effective date of such sale, conveyance, or assignment, Lessee shall look solely to Lessor's successor in interest in and to this Lease. This Lease shall not be affected by any such sale, conveyance, or assignment, and Lessee shall attorn

to Lessor's successor in interest to this Lease, so long as such successor in interest assumes Lessor's obligations under the Lease from and after such effective date.

SECTION 30. PARKING.

At all times during the Term, and conditioned upon this Lease being in full force and effect and there being no default thereunder as defined herein, Lessee shall be permitted to use the Parking Spaces designated in Article 1.1 of this Lease, subject to the Rules and Regulations set forth in Exhibit E, and any amendments or additions to such Rules and Regulations. The Parking Spaces will be used by Lessee and/or Lessee's employees, guests and/or visitors on an unassigned, nonreserved, and nondesignated basis.

SECTION 31. SIGNS.

Except for signs that are located inside the Building and are not visible outside the Building, no signs will be placed in the Premises, Building or Property without the prior written consent of Lessor as to size, design, color, location, content, illumination, composition, material, and mobility. All signs will be maintained by Lessee in good condition during the Term and any duly exercised Renewal Term. Lessee shall remove all signs at the end of the Term or duly exercised Renewal Term and shall repair and restore any damage caused by their installation or removal.

SECTION 32. ESTOPPEL CERTIFICATES.

At any time and from time to time but within ten (10) days after prior written request by Lessor, Lessee shall execute, acknowledge, and deliver to Lessor, promptly upon request, a certificate in the form attached hereto as Exhibit H certifying as to the matters set forth therein. Any such certificate may be relied upon by any prospective purchaser or existing or prospective mortgagee or beneficiary under any deed of trust of the Building or any part of the Property. Lessee's failure to deliver such a certificate within such time shall be conclusive evidence of the matters set forth in it.

SECTION 33. FIRE AND OTHER DAMAGE.

Should structural or permanent portions of the Premises be partially damaged by fire or other casualty, Lessee shall give immediate notice thereof to Lessor and the same shall be repaired at the expense of Lessor without unreasonable delay unless Lessor determines that the damage is so extensive that repair or rebuilding is not feasible. From the date of such casualty until such area is so repaired, monthly payments hereunder shall abate in such amount as may be reasonably determined by Lessor; provided, however, that if an area shall be so slightly injured in any such casualty as not to be rendered unfit for occupancy, the compensation hereunder shall not cease or be abated during any repair period. Should the damage to the area be so extensive as to render it untenable, the compensation for such area shall cease, on a pro-rata basis, until such time it shall again be put in repair, but in the event of the area being damaged by fire or other casualty to such an extent as to render it necessary in the exclusive judgment of Lessor not to rebuild the same, then, at the option of Lessor or Lessee, and upon ten (10) days' written notice to the other of the damage; otherwise this Lease, as it applies to said area, shall be canceled and of no further force or effect. Lessor's obligations to rebuild or repair under this Section shall in any event be limited to restoring said area to substantially the condition that existed prior to the commencement of improvements by Lessor.

SECTION 34. NOTICES, PAYMENT OF RENT, AND DESIGNATION OF AGENT FOR SERVICE OF PROCESS

Notices required herein may be given by registered or certified or express mail by depositing the same in the United States Mail or by private courier in the continental United States, postage prepaid. Either party shall have the right, by giving written notice to the other, to change the address at which its notices are to be received. All rents shall also be paid to the same address, or to such other address as Lessor may designate by a notice in writing. Until any such change is made, notices to Lessee shall be delivered as follows:

LESSEE: METROPOLITAN GOVERNMENT
ATTN: FINANCE DEPARTMENT
REAL ESTATE MANAGER
222 3RD AVE NORTH, STE. 701
NASHVILLE, TN 37201
(615) 880-2632

Notices to Lessor shall be delivered as follows:

LESSOR: THE NORTHWESTERN MUTUAL LIFE
INSURANCE COMPANY
5 CONCOURSE PARKWAY, SUITE 2410
ATLANTA, GA 30328
ATTN: PAUL A. GREGORY
(770) 395-2800

Lessor designates the following as the Lessor's agent for service of process and will waive any objection to service of process if process is served upon this agent:

DESIGNATED AGENT: Southeast Venture LLC
3011 Armory Drive, Suite 310
Nashville, TN 37204
ATTN: Randall W. Parham

SECTION 35. SURRENDER.

(a) Upon the Ending Date or earlier termination of this Lease, Lessee shall peaceably deliver up and surrender the Premises to Lessor in as good order and condition as on the Commencement Date, reasonable use and wear thereof and damage by earthquake, fire, public calamity, the elements, acts of God or circumstances over which the Lessee has no control or for which Lessor is responsible pursuant to this lease, excepted.

The Lessee shall have no duty to remove any improvements or fixtures placed by it on the premises or to restore any portion of the premise altered by it, save and except in the event the Lessee elects to remove any such improvements or fixture and such removal causes damages or injury to the leased premises and then only to the extent of any such damage or injury.

SECTION 36. SEVERABILITY. If a court of competent jurisdiction holds that one or more clauses, sections or provisions of this Lease are unlawful, invalid or unenforceable, the parties hereto agree that all remaining clauses, sections and provisions shall continue in full force and effect.

SECTION 37. FORCE MAJEURE. Neither Lessor nor Lessee shall be deemed in violation of this Lease if it is prevented from performing any of the obligations hereunder by reason of strikes, boycotts, labor disputes, embargoes, shortage of material, act of God, acts of the public enemy, acts of superior governmental authority, weather conditions, riots, rebellion, sabotage, or any other circumstances for which it is not responsible or which is not within its control.

SECTION 38. NOTICE OF CLAIMS. Each party agrees to give the other party immediate notice in writing of any action or suit filed related in any way to this Lease, and of any claim made against it by any entity which may result in litigation related in any way to this Lease.

SECTION 39. AUTHORITY TO ENTER INTO LEASE AGREEMENT. The individuals executing this Lease personally warrant that they have full authority to execute this Lease on behalf of the entity for whom they are acting herein.

SECTION 40. ACKNOWLEDGEMENT. The parties hereto, or their authorized representatives, acknowledge that they have read this Lease, including any annexes or attachments thereto, and have sought and received whatever competent advice and counsel necessary for them to form a full and complete understanding of all rights and obligations herein.

SECTION 41. APPLICABLE LAW AND VENUE. The parties agree that this Lease is executed in and is to be performed in the State of Tennessee, and that all provisions of this Lease and any dispute arising hereunder shall be governed by the laws of the State of Tennessee. Any dispute arising out of this Lease shall be litigated in the courts of Davidson County, Tennessee.

SECTION 42. NO AGENCY. Anything herein to the contrary notwithstanding, Lessee is not the agent of Lessor. The parties hereto are neither partners nor joint venturers and neither shall the parties hold themselves out to be partners or joint venturers. The parties shall hold the status of Lessor and Lessee only.

SECTION 43. AMENDMENT. This Lease is subject to modification, alteration, amendment or change only upon the mutual agreement of the parties. Any such amendment will become effective only after approval by Lessor and Lessee, reduced to writing and signed by the parties hereto. Any duly approved amendment, executed as prescribed herein, shall be of full force and effect, as though originally agreed to and incorporated here upon its passage by the Metropolitan Council and upon its filing with the Metropolitan Clerk.

SECTION 44. COMPLIANCE WITH LAWS. Lessor agrees to comply with all federal, state and local laws in the performance of this lease.

SECTION 45. COVENANT OF QUIET ENJOYMENT. Lessor hereby covenants that the peaceful use of the Premises by Lessee twenty-four (24) hours per day, seven (7) days per week and fifty-two (52) weeks per year will not be disturbed at any time during the Term by the Lessor or a party claiming superior title to Lessor.

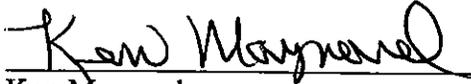
SECTION 46. ENTIRE AGREEMENT. This Lease and the Annexes hereto constitute the totality of the agreement between the parties pertaining to the subject matter hereof, and supersede all prior agreements, understandings, negotiations and discussions, whether oral or written, of the parties, and there are no warranties, representations, or other agreements between the parties in connection with the subject matter hereof except as set forth specifically herein.

The Lessor fully understand that this lease is not binding except and until all appropriate Lessee official signatures have been fully obtained, approval of this agreement by the Metropolitan Council and upon its filing with the Metropolitan Clerk.

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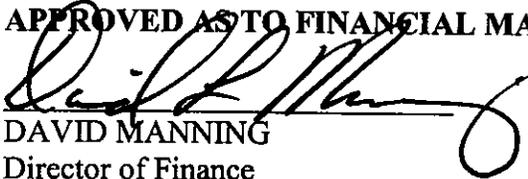
IN WITNESS WHEREOF, THE METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY and THE NORTHWESTERN MUTUAL LIFE INSURANCE COMPANY have executed their signatures the date first above written.

THE METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY (LESSEE):



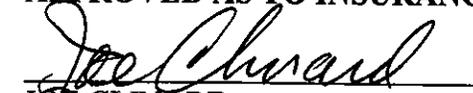
Ken Maynard
Public Property Director

APPROVED AS TO FINANCIAL MATTERS:



DAVID MANNING
Director of Finance

APPROVED AS TO INSURANCE:



JOE CLINARD
Director of Insurance

APPROVED AS TO FORM AND LEGALITY:



DANIEL W. CHAMPNEY
Metropolitan Attorney

FILED IN THE OFFICE OF THE
METROPOLITAN CLERK:



Date: 11/19/02

THE NORTHWESTERN MUTUAL LIFE
INSURANCE COMPANY, a Wisconsin corporation

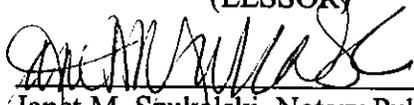
By: Northwestern Investment Management Company, LLC, a Delaware limited liability company, its wholly-owned affiliate and authorized representative



By: Jerome R. Baier
Name: Jerome R. Baier
Its: Managing Director

Sworn to and subscribed to before me, a Notary Public, this 18th day of September, 2002, by Jerome R .Baier, the Managing Director of Lessor and duly authorized to execute this instrument on behalf of The Northwestern Mutual Life Insurance Company.

(LESSOR)



Janet M. Szukalski, Notary Public
My Commission Expires May 9, 2004

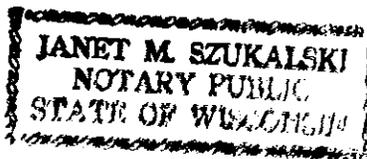
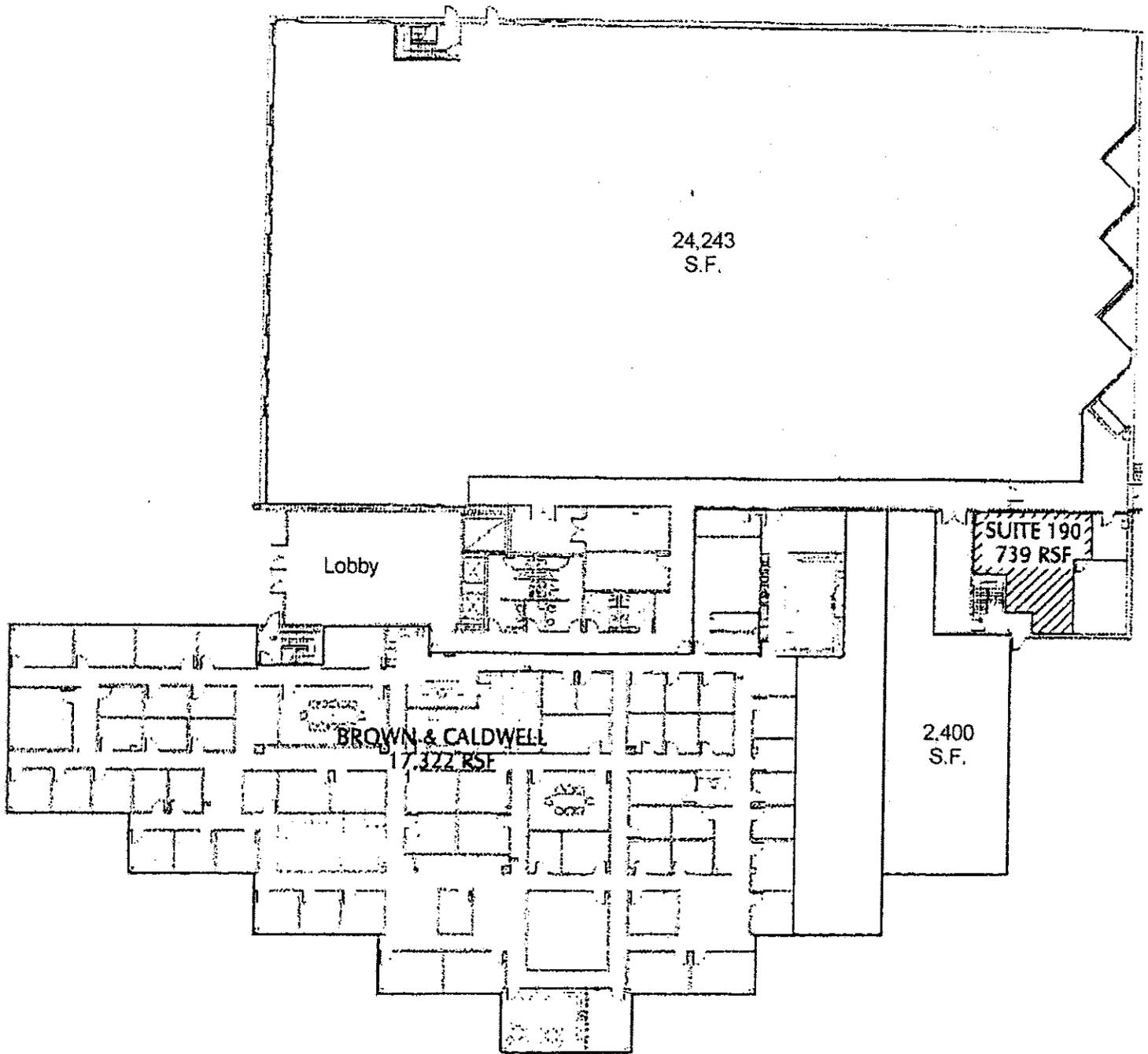
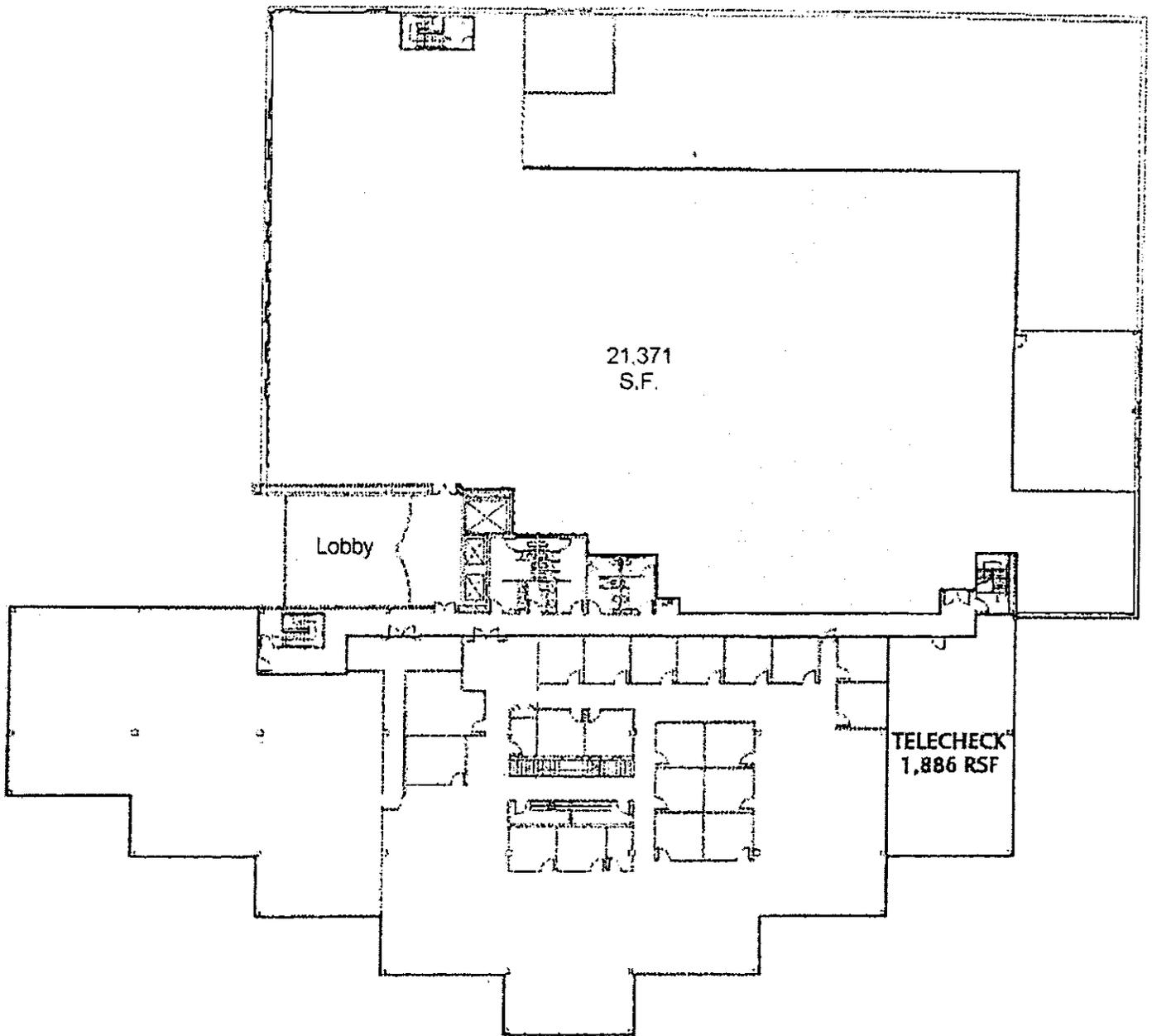


EXHIBIT A-1



 **FIRST FLOOR PLAN**
0 5 10 20

EXHIBIT A-2



 **SECOND FLOOR PLAN**
0 4 8 12

EXHIBIT D

COMMENCEMENT DATE CERTIFICATE

This Commencement Date certificate is entered into by Lessor and Lessee pursuant to Article 3.1 of the Lease.

1. DEFINITIONS. In this certificate the following terms have the meanings given to them in the Lease:

(a) Lessor: THE NORTHWESTERN MUTUAL LIFE INSURANCE COMPANY

(b) Lessee: _____

(c) Lease: Office Lease dated [date] between Lessor and Lessee.

(d) Premises: _____

(e) Building Address: _____

(f) Guarantor: _____

2. CONFIRMATION OF LEASE COMMENCEMENT: Lessor and Lessee confirm that the Commencement Date of the Lease is _____ and the Expiration Date is _____ and that Article 1.1 of the Lease is amended accordingly.

Lessor and Lessee have executed this Commencement Date certificate as of the dates set forth below.

LESSEE: _____

LESSOR:

THE NORTHWESTERN MUTUAL LIFE
INSURANCE COMPANY

By: _____

By: NORTHWESTERN INVESTMENT
MANAGEMENT COMPANY, its wholly
owned subsidiary and authorized
representative

Its: _____

By: _____

Its: _____

Date: _____

Date: _____

EXHIBIT E

RULES AND REGULATIONS

1. Lessor may from time to time adopt appropriate systems and procedures for the security or safety of the Building, or any equipment, furnishings, or contents of the Building, and Lessee will comply with Lessor's reasonable requirements relative to such systems and procedures.
2. The sidewalks, halls, passages, exits, entrances, elevators, and stairways of the Building shall not be obstructed by Lessee or used by Lessee for any purpose other than for ingress to and egress from the Premises. The halls, passages, exits, entrances, elevators, escalators, and stairways are not for the general public, and Lessor shall in all cases retain the right to control and prevent access to such halls, passages, exits, entrances, elevators, and stairways of all persons whose presence in the judgment of Lessor would be prejudicial to the safety, character, reputation, and interests of the Building, provided that nothing contained in these Rules and Regulations shall be construed to prevent such access to persons with whom any Lessee normally deals in the ordinary course of its business, unless such persons are engaged in illegal activities. Neither Lessee nor any employee or invitee of Lessee shall go upon the roof of the Building. Lessee shall not be permitted to place or install any object (including without limitation radio and television antennas, loudspeakers, sound amplifiers, microwave dishes, solar devices, or similar devices) on the exterior of the Building or on the roof of the Building.
3. Other than draperies expressly permitted by Lessor and building standard mini-blinds, material visible from outside the building shall not be permitted. In the event of the violation of this rule by Lessee, Lessor may remove the violating items without any liability, and may charge the expense incurred by such removal to the Lessee.
4. No cooking shall be done or permitted by Lessee on the Premises, except in areas of the Premises which are specially constructed for cooking and except that use by the Lessee of microwave ovens and Underwriters' Laboratory approved equipment for brewing coffee, tea, hot chocolate, and similar beverages shall be permitted, provided that such use is in accordance with all applicable federal, state, and city laws, codes, ordinances, rules, and regulations.
5. Lessee shall not employ any person or persons other than the cleaning service of Lessor for the purpose of cleaning the Premises, unless otherwise agreed to by Lessor in writing. Except with the written consent of Lessor, no person or persons other than those approved by Lessor shall be permitted to enter the Building for the purpose of cleaning it. No Lessee shall cause any unnecessary labor by reason of Lessee's carelessness or indifference in the preservation of good order and cleanliness. Should Lessee's actions result in any increased expense for any required cleaning, Lessor reserves the right to assess Lessee for such expenses.
6. The toilet rooms, toilets, urinals, wash bowls and other plumbing fixtures shall not be used for any purposes other than those for which they were constructed, and no sweepings, rubbish, rags, or other foreign substances shall be thrown in such plumbing fixtures. All damages resulting from any misuse of the fixtures shall be borne by the Lessee who, or whose servants, employees, agents, visitors, or licensees, caused the same.
7. Lessee shall not in any way deface any part of the Premises or the Building of which they form a part. In those portions of the Premises where carpet has been provided directly or indirectly by Lessor, Lessee shall at its own expense install and maintain pads to protect the carpet under all furniture having casters other than carpet casters.
8. Lessee shall not alter, change, replace, or rekey any lock or install a new lock or a knocker on any door of the Premises. Lessor, its agents, or employees shall retain a pass (master) key to all door locks on the Premises. Any new door locks required by Lessee or any change in keying of existing locks shall be installed or changed by Lessor following Lessee's written request to Lessor and shall be at Lessee's expense. All new locks and rekeyed locks shall remain operable by Lessor's pass (master) key. Lessee, upon termination of its tenancy, shall deliver to Lessor all keys and access cards for the Premises and Building that have been furnished to Lessee.
9. The elevator designated for freight by Lessor shall be available for use by Lessee during the hours and pursuant to such procedures as Lessor may determine from time to time. The persons employed to move Lessee's equipment, material, furniture, or other property in or out of the Building must be acceptable to Lessor. The moving company must be a locally recognized professional mover, whose primary business is the performing of relocation services, and must be bonded and fully insured. A certificate or other verification of such insurance must be received and approved by Lessor prior to the start of any moving operations. Insurance must be sufficient, in

Lessor's sole opinion, to cover all personal liability, theft or damage to the Project, including but not limited to floor coverings, doors, walls, elevators, stairs, foliage, and landscaping. Special care must be taken to prevent damage to foliage and landscaping during adverse weather. All moving operations shall be conducted at such times and in such a manner as Lessor shall direct, and all moving shall take place during non-business hours unless Lessor agrees in writing otherwise. Lessee shall be responsible for the provision of Building security during all moving operations, and shall be liable for all losses and damages sustained by any party as a result of the failure to supply adequate security. Lessor shall have the right to prescribe the weight, size, and position of all equipment, materials, furniture, or other property brought into the Building. Heavy objects shall, if considered necessary by Lessor, stand on wood strips of such thickness as is necessary to properly distribute the weight. Lessor shall not be responsible for loss of or damage to any such property from any cause, and all damage done to the Building by moving or maintaining such property shall be repaired at the expense of Lessee. Lessor reserves the right to inspect all such property to be brought into the Building and to exclude from the Building all such property which violates any of these Rules and Regulations or the Lease of which these Rules and Regulations are a part. Supplies, goods, materials, packages, furniture, and all other items of every kind delivered to or taken from the Premises shall be delivered or removed through the entrance and route designated by Lessor, and Lessor shall not be responsible for the loss or damage of any such property unless such loss or damage results from the negligence of Lessor, its agents, or employees.

10. Lessee shall not use or keep in the Premises or the Building any kerosene, gasoline, or any flammable, combustible or explosive fluid or material or chemical substance other than cleaning fluids and solvents required in Lessee's normal operations in the Premises. Without Lessor's prior written approval, which approval shall not unreasonable be withheld, Lessee shall not use any method of heating or air conditioning other than that supplied by Lessor. Lessee shall not use or keep or permit to be used or kept any foul or noxious gas or substance in the Premises.

11. Lessor shall have the right, exercisable upon written notice and without liability to Lessee, to change the name and street address of the Building.

12. Lessor shall have the right to prohibit any advertising by Lessee mentioning the Building that, in Lessor's reasonable opinion, tends to impair the reputation of the Building or its desirability as a Building for offices, and upon written notice from Lessor, Lessee shall refrain from or discontinue such advertising.

13. Lessee shall not bring any animals (except "Seeing Eye" dogs or other guide animals) or birds into the Building, and shall not permit bicycles or other vehicles inside or on the sidewalks outside the Building except in areas designated from time to time by Lessor for such purposes.

14. All persons entering or leaving the Building between the hours of 6 p.m. and 7 a.m. Monday through Friday, and at all hours on Saturdays, Sundays, and holidays shall comply with such off-hour regulations as Lessor may establish and modify from time to time.

15. Lessee shall store all its trash and garbage within its Premises. No material shall be placed in the trash boxes or receptacles if such material is of such nature that it may not be disposed of in the ordinary and customary manner of removing and disposing of trash and garbage without being in violation of any law or ordinance governing such disposal. All garbage and refuse disposal shall be made only through entryways and elevators provided for such purposes and at such times as Lessor designates. Removal of any furniture or furnishings, large equipment, packing crates, packing materials, and boxes shall be the responsibility of each Lessee and such items may not be disposed of in the Building trash receptacles nor shall they be removed by the Building's janitorial service, except at Lessor's sole option and at the Lessee's expense. No furniture, appliances, equipment, or flammable products of any type may be disposed of in the Building trash receptacles.

16. Canvassing, peddling, soliciting, and distributing handbills or any other written materials in the Building are prohibited, and Lessee shall cooperate to prevent the same.

17. The requirements of the Lessee shall be attended to only upon application by written, personal, or telephone notice at the office of the Building. Employees of Lessor shall not perform any work or do anything outside of their regular duties unless under special instructions from Lessor.

18. Lessee shall see that the doors of the Premises are closed and locked and that all water faucets, water apparatus, and utilities are shut off before Lessee or Lessee's employees leave the Premises, so as to prevent waste or damage, and for any default or carelessness in this regard Lessee shall make good all injuries sustained by other Lessees or occupants of the Building or Lessor.

19. Lessee shall not conduct itself in any manner that is inconsistent with the character of the Building as a first quality Building.

20. Neither Lessor nor any operator of the parking areas within the Project wherein the Parking Spaces are located, as the same are designated and modified by Lessor, in its sole discretion, from time to time (the "parking areas") shall be liable for loss of or damage to any vehicle or any contents of such vehicle or accessories to any such vehicle, or any property left in any of the parking areas, resulting from fire, theft, vandalism, accident, conduct of other users of the parking areas and other persons, or any other casualty or cause. Further, Lessee understands and agrees that: (a) Lessor shall not be obligated to provide any traffic control, security protection or operator for the parking areas; (b) Lessee uses the parking areas at its own risk; and (c) Lessor shall not be liable for personal injury or death, or theft, loss of, or damage to property. Lessee waives and releases Lessor from any and all liability arising out of the use of the parking areas by Lessee, its employees, agents, invitees, and visitors, whether brought by any of such persons or any other person.

21. Lessee, including Lessee's employees, agents, invitees, and visitors, shall use the Parking Spaces designated in Article 1.1 of the Lease solely for the purpose of parking passenger cars, small vans, and small trucks and shall comply in all respects with any rules and regulations that may be promulgated by Lessor from time to time with respect thereto. Lessee shall ensure that any vehicle parked in any of the Parking Spaces shall be kept in proper repair, good operating condition, currently licensed, and shall not leak excessive amounts of oil or grease or any amount of gasoline. If any of the Parking Spaces are at any time used (a) for any purpose other than parking as provided above; (b) in any way or manner reasonably objectionable to Lessor; or (c) by Lessee after default by Lessee under the Lease, Lessor, in addition to any other rights otherwise available to Lessor, including, at the Lessee's expense, the right to tow or boot the offending vehicle, may consider such default an Event of Default under the Lease.

22. Lessee's right to use the parking areas shall be in common with other parties permitted by Lessor to use the parking areas. Lessor shall not be liable to Lessee for any unavailability of Lessee's designated Parking Spaces nor shall any unavailability entitle Lessee to any refund, deduction, or allowance.

23. If the parking areas are damaged or destroyed, or if the use of the parking areas is limited or prohibited by any governmental authority, or the use or operation of the parking areas is limited or prevented by strikes or other labor difficulties or other causes beyond Lessor's control, Lessee's inability to use the parking areas shall not subject Lessor or any operator of the parking areas to any liability to Lessee and shall not relieve Lessee of any of its obligations under the Lease and the Lease shall remain in full force and effect.

24. Lessee has no right to assign or sublicense any of its rights in the Parking Spaces, except as part of a permitted assignment or sublease of the Lease; however, Lessee may allocate the Parking Spaces among its employees.

25. No act or thing done or omitted to be done by Lessor or Lessor's agent during the Term of the Lease in connection with the enforcement of these Rules and Regulations shall constitute an eviction by Lessor of any Lessee nor shall it be deemed an acceptance of surrender of the Premises by any Lessee, and no agreement to accept such termination or surrender shall be valid unless in a writing signed by Lessor. The delivery of keys to any employee or agent of Lessor shall not operate as a termination of the Lease or a surrender of the Premises unless such delivery of keys is done in connection with a written instrument executed by Lessor approving the Termination or surrender.

26. As used in these Rules and Regulations, the word "Lessee" includes the employees, agents, invitees, and licensees of Lessee and others permitted by Lessee to use or occupy the Premises.

27. Lessor shall have the right to designate all or any portion of the Building and/or Project as a non-smoking facility at any time during the Term.

28. These rules and regulations are in addition to, and shall not be construed to modify or amend, in whole or in part, the terms, covenants, agreements, and conditions of the Lease.